



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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ALHAMBRA, CALIFORNIA 91803-1331
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

May 2, 2002

IN REPLY PLEASE
REFER TO FILE: PD-5

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**TRANSIT NEEDS STUDY
AVOCADO HEIGHTS, BASSETT, VALINDA, AND WEST PUENTE VALLEY
PROPOSITION A LOCAL RETURN TRANSPORTATION PROGRAM
SUPERVISORIAL DISTRICT 1
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman to sign the enclosed Agreement with Foothill Transit to perform a transit needs study for the unincorporated areas of Avocado Heights, Bassett, Valinda, and West Puente Valley. The Agreement also provides for \$29,384 of Proposition A Local Return Transit funds, available in the First Supervisorial District's portion of the Transit Enterprise Fund, to finance this study.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to provide for a transit needs study in the unincorporated County areas of Avocado Heights, Bassett, Valinda, and West Puente Valley. The information provided by the study will be an integral part of acquiring and developing new transit services to meet the needs of the area. Foothill Transit has proposed to provide the needed professional expertise to conduct the required transit study. This action will authorize the Director to disburse Proposition A Local Return Transit funds to finance the study provided by Foothill Transit.

The study shall be completed within four months from the date the agreement is signed by Foothill Transit and the County.

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Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal of Service Excellence as it provides services to the public in a responsive manner. These services improve the mobility of the patrons.

FISCAL IMPACT/FINANCING

The County's cost for service is not to exceed \$29,384. This amount will be financed from the First Supervisorial District's allocation of Proposition A Local Return Transit funds available in the Transit Enterprise Fund administered by Public Works.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This contract has been properly executed by the contractor and approved by County Counsel as to form.

ENVIRONMENTAL DOCUMENTATION

This action does not constitute a project and is therefore exempt from the requirements of the California Environmental Quality Act.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on other current transportation services or projects in the unincorporated County areas resulting from this action.

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CONCLUSION

Upon approval, please return two approved copies of this letter along with two adopted copies of the agreements to Public Works.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between Foothill Transit, a Joint Power Authority for the provision of public transit services, hereinafter referred to as "FOOTHILL TRANSIT," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, FOOTHILL TRANSIT is the primary bus service provider for the Pomona and eastern San Gabriel Valleys; and

WHEREAS, COUNTY is a member jurisdiction of FOOTHILL TRANSIT; and

WHEREAS, the COUNTY areas of Avocado Heights, Bassett, Valinda, and West Puente Valley are located within the service area of FOOTHILL TRANSIT; and

WHEREAS, COUNTY, desires to have a transit needs study prepared for the unincorporated areas of Avocado Heights, Bassett, Valinda, and West Puente Valley herein after referred to as "STUDY"; and

WHEREAS, FOOTHILL TRANSIT has the capabilities, either in-house or through competitively procured consultants, to provide strategic route planning assistance; and

WHEREAS, "COST OF STUDY" includes the costs of scheduling, budgeting, identifying markets, assessing demands, conducting telephone surveys, reviewing existing transit services, developing transit alternatives, meeting with stakeholders, and preparing summary reports; and

WHEREAS, COUNTY is willing to finance the COST OF STUDY; and

WHEREAS, COST OF STUDY is not to exceed Twenty-nine Thousand Three Hundred Eighty-four and 00/100 Dollars (\$29,384.00).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

(1) FOOTHILL TRANSIT AGREES:

- a. To perform or have performed a STUDY as described in Exhibit A. The unincorporated areas of Avocado Heights, Bassett, Valinda, and West Puente Valley, which are the subject area of STUDY, are shown in Exhibit B.

- b. To complete STUDY within four (4) calendar months from the date this AGREEMENT is signed by FOOTHILL TRANSIT and the COUNTY. In the event STUDY is not completed within four (4) calendar months, this AGREEMENT may terminate at COUNTY'S discretion and be of no further force or effect. If this AGREEMENT is terminated, the COUNTY agrees to reimburse FOOTHILL TRANSIT for services rendered up to the date of termination.
- c. To submit monthly update reports to the COUNTY'S concerning the status of the STUDY until completed.
- d. To submit to the COUNTY all invoices with detailed itemization of costs incurred within thirty (30) calendar days of the completion of the STUDY. Invoices shall be mailed to the County of Los Angeles Department of Public Works, P.O. Box 7508, Alhambra, CA 91802-7508, Attention Accounts Payable.

(2) COUNTY AGREES:

- a. To pay FOOTHILL TRANSIT a one (1)-time reimbursement for STUDY in an amount not to exceed Twenty-nine Thousand Three Hundred and Eighty-four and 00/100 Dollars (\$29,384.00).
- b. To obtain the Los Angeles County Metropolitan Transportation Authority's approval to expend Proposition A Local Return Transit funds to finance COST OF STUDY.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. COUNTY shall review all project billing invoices prepared by FOOTHILL TRANSIT and report in writing any discrepancies to FOOTHILL TRANSIT within thirty (30) calendar days. Undisputed charges shall be paid by COUNTY to FOOTHILL TRANSIT within sixty (60) calendar days of receipt of invoice.
- b. FOOTHILL TRANSIT shall review all disputed charges and submit a written justification detailing the basis for those charges within thirty (30) calendar days of receipt of COUNTY'S written report. COUNTY shall then make payment of the previously disputed charges or submit justification within thirty (30) calendar days of receipt of FOOTHILL TRANSIT'S written justifications.

- c. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

COUNTY:

Mr. James A. Noyes
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

FOOTHILL TRANSIT:

Ms. Julie M. Austin
Executive Director
Foothill Transit
100 North Barranca Avenue, Suite 100
West Covina, CA 91791

- d. Neither FOOTHILL TRANSIT nor any officer, employee, or independent contractor of FOOTHILL TRANSIT shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold FOOTHILL TRANSIT, its officers, employees, and independent contractors harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- e. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of FOOTHILL TRANSIT, its officers, employees, or independent contractors under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of FOOTHILL TRANSIT under this AGREEMENT. It is also understood and agreed that pursuant to

[illegible]

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by FOOTHILL TRANSIT on _____, 2002, and by the COUNTY OF LOS ANGELES on _____, 2002.

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

COUNTY OF LOS ANGELES

By _____

By _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

FOOTHILL TRANSIT

By _____
Julie M. Austin, Executive Director

RICHARD, WATSON & GERSHON, A.P.C.

By _____
Donald Pieper, General Counsel, Foothill Transit

EXHIBIT A

Scope of Service

Task 1. Finalize Work Scope, Schedule, and Budget

Telephone conference with FOOTHILL TRANSIT and COUNTY staff to discuss the project work scope, schedule, and budget. Discussion will include a review of key issues and proposed approach with emphasis on the analysis of shuttle feasibility. Lines of reporting and communication will also be clarified.

Task 2. Identify Markets and Assess Demand in Unincorporated Areas

The purpose of this task is to identify the potential market for a shuttle service and assess the demand for such a service. This task would consist of two (2) subtasks.

- 2.1 Preparation of census tract-level density maps of the study area that clearly highlight the residential density in each area. In addition, employment locations, shopping, senior citizen complexes, schools, and other major trip attractions in the area will be located and identified.
- 2.2 Review the current structure of FOOTHILL TRANSIT'S existing system in and around the four (4) unincorporated areas and discuss the changes proposed in the Comprehensive Operational Analysis that will be implemented over the next few years. Overlay the existing FOOTHILL TRANSIT routes by frequency on the density maps. The purpose of these maps is to identify where additional service may be warranted and how these services would interface with the existing transit services.

Task 3. Telephone Survey

Conduct a random telephone survey of residents in each unincorporated area. The goal of the survey will be to determine the interest and preferences for shuttle services in each area. The survey should consist of approximately ten (10) questions and should take about five (5) minutes to complete. Due to the large Hispanic population in each of these areas, the surveyors must be able to speak both English and Spanish. To produce statistically significant results for all four (4) areas, at least one hundred (100) completed surveys in each area are needed.

Task 4. Peer Review

Review shuttle services currently operating in surrounding cities such as Baldwin Park, El Monte, and West Covina. Review areas elsewhere in Southern California that have similar demographics as STUDY area. The goal of this task is to identify the range of performance that can reasonably be expected as well as gathering information about "lessons learned" from existing similar operations. The peer review must offer operational details about these "peer" shuttle services including level of service, hours of operations, service frequency, type of vehicle, passenger expectations, and total operating cost.

Task 5. Decision Package - Transit Alternatives with Pros and Cons

Develop at least two (2) transit alternatives and identify the pros and cons of each. These alternatives must be based on the findings from Tasks 2 through 4 and could include:

- New shuttle services (fixed route, flex route, or dial-a-ride) focused on unincorporated area.
- Restructuring of the existing FOOTHILL TRANSIT system to better serve these areas.

For each alternative include, as appropriate, information covering:

- Revenue hours and miles
- Estimated ridership, based on peer experience and area demographics
- Conceptual schedule
- Route maps
- Vehicle type
- Coordination with existing FOOTHILL TRANSIT lines
- Service policies
- Operating Costs

Developing the alternatives will raise many difficult questions. Should the service be limited to peak hours or should the service also operate midday? Of course, these questions will depend heavily on what market(s) the shuttle is serving. Should midday service be identical to peak-hour service, but perhaps less frequent? Or should an entirely different service model apply at off-peak times? These and other key questions must be addressed during development of the alternatives.

Once these alternatives are developed, FOOTHILL TRANSIT staff will submit a draft report to COUNTY. This draft will include the density maps, existing transit services in the area, peer review, telephone survey results, and shuttle alternatives.

Task 6. Decision Meeting with Stakeholders

Because feasibility is often a value judgment, a meeting between FOOTHILL TRANSIT, COUNTY staff, and stakeholders should be held to help arrive at a common recommendation regarding the shuttle alternatives developed in the draft report. The goal of this meeting will be to develop one (1) alternative for each area that best meets the needs of both the COUNTY and FOOTHILL TRANSIT.

Task 7. Prepare Draft and Final Report

Based on findings from Tasks 2 through 5 and the meeting with stakeholders, FOOTHILL TRANSIT will prepare the final report. The final report will include recommendations for shuttle services in each unincorporated area.

Schedule

Begin this project within fourteen (14) calendar days of receiving the COUNTY'S Notice to Proceed and complete all of the proposed work in approximately four (4) months. Completion of Task 3, the telephone survey, should begin immediately to ensure an adequate response rate.